

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Debtors.

Case No. 08-13555 (JMP)  
(Jointly Administered)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Sabretooth Master Fund, L.P.

Name of Transferee

Merrill Lynch Credit Products, LLC

Name of Transferor

Name and Address where notices to transferee should be sent:

c/o Sabretooth Capital LLC  
405 Lexington Avenue  
50<sup>th</sup> Floor  
New York, NY 10174

Court Claim # (if known): 19173 (11.4285714% of such claim)

Amount of Claim as Settled: \$175,000,000.00

Amount of Claim Transferred: \$20,000,000.00

Date Claim Filed: 9/18/2009

Debtor: Lehman Brothers Special Financing Inc.

Phone: (212) 542-9198

Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_

Last Four Digits of Acct. #: \_\_\_\_\_


Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Sabretooth Master Fund, L.P.

By:   
Transferee/Transferee's Agent

Date: October 15, 2010 \_\_\_\_\_

Name: Benjamin Baker

Title: CFO

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

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Fax 6468550114

Oct 14 2010 12:43pm P002/003

**EVIDENCE OF PARTIAL TRANSFER OF CLAIM**

TO: Clerk, United States Bankruptcy Court, Southern District of New York

Merrill Lynch Credit Products, LLC, its successors and assigns, with offices located at Bank of America Tower - 3rd Floor, One Bryant Park, New York, NY 10036 ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms of a Assignment of Claim Agreement dated as of the date hereof, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to Sabretooth Master Fund, L.P. ("Buyer"), a pro rata portion to the extent of 11.4285714% (the "Percentage Interest") in and to the claims (the "Original Claim") of Seller against Lehman Brothers Special Financing Inc. ("LBSF") docketed as Claim No. 19173 originally filed by Federal Home Loan Bank of Atlanta and settled in the allowed amount of \$175,000,000 (the "Settlement Amount") in the United States Bankruptcy Court, Southern District of New York, Case No. 08-13555 (JMP) (Jointly administered).

Buyer's Percentage Interest in the Original Claim (such percentage is the "Assigned Claim") represents \$20,000,000 of the Settlement Amount.

Seller hereby waives any notice or hearing requirements imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, and stipulates that an order may be entered recognizing this transfer and sale of the Assigned Claim as an unconditional sale and assignment and Buyer herein as the valid owner of the Assigned Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect to the Assigned Claim to Buyer.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their duly authorized representatives as of the 15<sup>th</sup> day of September, 2010.

October

**MERRILL LYNCH CREDIT PRODUCTS, LLC**

By: [Signature] JS  
Name: **RAU TAO**  
Title: **VICE PRESIDENT**

**SABRETOOTH MASTER FUND, L.P.**

By: [Signature]  
Name: **[Signature]**  
Title: **[Signature]**